

Bond No. _____

**Commonwealth of Kentucky
Kentucky State Board for Proprietary Education
P.O. Box 1360
Frankfort, KY 40602
(502) 564-3296, Ext. 227**

PROPRIETARY SCHOOL BOND

KNOW ALL MEN BY THEE PRESENTS: that we, _____
(Name of school)
 of _____, as Principal and _____
(Address) (Name of insurance company)
 of _____ as Surety, are held and firmly bound
(Address)
 bound unto the KENTUCKY STATE BOARD FOR PROPRIETARY EDUCATION, Commonwealth of Kentucky,
 PO Box 1360, Frankfort, Kentucky 40602, in the penal sum of _____ dollars
 (\$_____) (minimum \$20,000) lawful money of the United States, for the payment of which, well
 and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns,
 jointly and severally, firmly by those presents, under the terms and conditions as required by KRS 165A.

WHEREAS, the above bonded Principal has made application for a Certificate of Approval as a Proprietary
 School for the term beginning July 1, 20____ and ending June 30, 20____ pursuant to the provisions of KRS
 165A.

NOW THEREFORE, the conditions of the herein described obligations are as follows:

A. Pursuant to KRS 165A, the Principal shall indemnify any student, or enrollee, or his parents or
 guardian suffering a loss or damage as the result of:

1. Any fraud or misrepresentation used in procuring his enrollment; or
2. Any fraud or misrepresentation as represented by the application for the License of Approval; or
3. A student being unable to complete the course or courses because said School (the herein
 named principal) ceased operation.

B. Such indemnification by the Principal shall in no way exceed the advanced tuition paid, or to be
 paid, by said student or students or any such parent or guardian; and regardless of the number of years that
 said school's bond is enforced, the aggregate liability of the surety bond shall in no event exceed the above
 stated penal sum of the bond.

C. Surety on said bond may be released therefrom after said surety shall have made written notice
 thereof directed to the Board at PO Box 1360, Frankfort, Kentucky 40602, at least thirty (30) days prior to said
 release, but shall remain liable, as described in KRS 165A, for any verified complaints made by students within
 said thirty (30) day period or prior thereto.

D. If after the hearing, as described in KRS 165A.360(3) (b), in which the Board has determined the
 claim to be correct and due to claimant, then thereafter said Board has made written demand upon principal
 and payment of the claim has not been made within ten (10) days of the mailing of said demand, then and in
 that event, surety shall indemnify the student(s) upon written demand by the Board; in the event the principal

shall make the aforescribed indemnification to the student(s), this obligation shall be void, otherwise to remain in full force and effect.

E. That the bonded Principal, as a licensed school, shall indemnify the surety against all losses, costs, expenses or damage to or caused by said principal's noncompliance with or breach of any laws, statutes, ordinances, rules or regulations, pertaining to such licensure issued to principal, which said breach or noncompliance shall occur during the aforementioned term of said licensure.

F. The herein described bond may be continuous, and may be so continued from year to year upon the issuance of a continuation Certificate by the surety, and delivery to the Board; provided however, regardless of the number of years this bond remains in force, the aggregate liability of the surety for any and anll claims shall in no event exceed the penal sum of the bond as described above.

G. This bond's obligation shall be construed under the purview of the laws of the Commonwealth of Kentucky, and in particular KRS 165A, and the rules and regulations of the Kentucky State Board for Proprietary Education, said statutes, rules and regulations being incorporated by reference as if fully stated herein.

IN WITNESS WHEREOF: the Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

SURETY

by _____

Signed and sworn before me this _____

day of _____, 20_____.

My commission expires: _____

20_____.

PRINCIPAL

by _____

Signed and sworn before me this _____

day of _____, 20_____.

My commission expires: _____

20_____.

(Notary Signature)

(Notary Signature)